

November 30, 2009

RECORDATION NO. 21035-H FILED

**Nathan
Sommers
Jacobs**

DEC 09 '09

12-40 PM

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
Washington, D.C. 20423-0001
Documents for Recordation

SURFACE TRANSPORTATION BOARD



Re: Recordation of First Amendment to Security Agreement, original Security Agreement
was filed under Recordation No. 21035

To whom it may concern:

I have enclosed one (1) original and one (1) certified copy of the document described below
to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a first amendment to security agreement dated as of October 31, 2008 (the
"Security Agreement"), and is a secondary document.

The names and addresses of the parties to the Security Agreement are as follows:

Debtor:

Rail Car Operators, Ltd.
3355 West Alabama, Suite 110
Houston, Texas 77098

Secured Party:

Amegy Bank National Association
5 Post Oak Park
4400 Post Oak Blvd
Houston, Texas 77027

A description of the equipment covered by the First Amendment to Security Agreement is as
follows:

No additional equipment added

A Professional Corporation
ATTORNEYS AT LAW
2800 POST OAK BOULEVARD, SUITE 1100
HOUSTON, TEXAS 77056-0002
MAIN: 713.892.4863

DIRECT: 713.892.4863 • FAX: 713.892.4800
EMAIL: AMCLAUGHLIN@NATHANSOMMERS.COM

A short summary of the First Amendment to Security Agreement to appear in the index is as follows:

First Amendment to Security Agreement dated as of October 31, 2008, between Rail Car Operators, Ltd., 3355 West Alabama, Suite 110, Houston, Texas 77098 ("Debtor") and Amegy Bank National Association, 5 Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027, ("Secured Party"), modifying the obligations secured thereby.

A fee of \$41.00 is enclosed. Please return one (1) file stamped original to the undersigned after recording.

Sincerely,


Ana M. McLaughlin
Legal Assistant

:AMM

encl

DEC 09 '09

12-40 PM

FIRST AMENDMENT TO SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

This FIRST AMENDMENT TO SECURITY AGREEMENT ("Amendment"), dated as of October 31, 2008, is between RAIL CAR OPERATORS, LTD., a Texas limited partnership ("Debtor"), and AMEGY BANK NATIONAL ASSOCIATION (formerly known as Southwest Bank of Texas, N.A.), a national banking association ("Secured Party").

RECITALS:

WHEREAS, Debtor and Secured Party have entered into that certain Loan Agreement dated as of October 30, 2003, as amended by First Amendment to Loan Agreement dated as of even date herewith (as amended, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement Debtor executed that certain Security Agreement dated as of October 30, 2003 (the "Security Agreement").

WHEREAS, the execution of this Amendment is a condition to Secured Party entering into the First Amendment to Loan Agreement referred to above.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are acknowledged and agreed, Debtor and Secured Party hereby agree as follows:

ARTICLE I.Amendments

1. Amendment to Section 1.02(b). Effective as of the date hereof, Section 1.02(b) of the Security Agreement is amended to read in its entirety as follows:

(b) the obligations and indebtedness of Debtor to Secured Party under the Loan Agreement (including the Obligations (as defined in the Loan Agreement) and the Rate Management Transaction Obligations (as defined in the Loan Agreement)) and the Loan Documents;

ARTICLE II.Additional Provisions

1. Acknowledgment by Debtor. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the

obligations of Debtor or any third party to Secured Party under any Loan Document (as defined in the Loan Agreement).

2. Additional Documentation. From time to time, Debtor shall execute or procure and deliver to Secured Party such other and further documents and instruments evidencing, securing or pertaining to the Security Agreement or the other Loan Documents as shall be reasonably requested by Secured Party so as to evidence or effect the terms and provisions hereof.

3. Continued Effectiveness. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Security Agreement and the other Loan Documents are hereby ratified and confirmed, and shall remain in full force and effect. The liens and security interests created by the Security Agreement remain in full force and effect.

4. Governing Law. THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

5. Binding Agreement. This Amendment shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be construed as one and the same instrument.

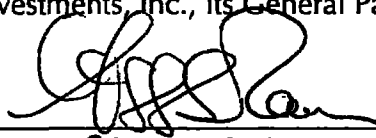
7. No Oral Agreements. This Amendment, the Loan Agreement and the other Loan Documents embody the final, entire agreement among the parties hereto. There are no oral agreements among the parties hereto.

EXECUTED as of the date first above written.


DEBTOR:

RAIL CAR OPERATORS, LTD.

By: RH Investments, Inc., its General Partner

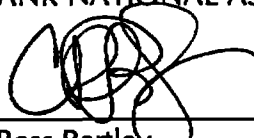
By: 
Name: Jeffrey S. Rawson
Title: President

By: Gemsbok, Inc., its General Partner

By: 
Name: RONALD P. CUENDO, JR.
Title: President

SECURED PARTY:

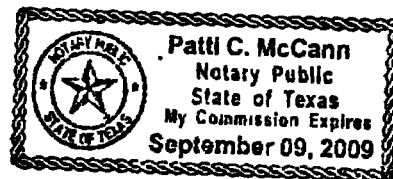
AMEGY BANK NATIONAL ASSOCIATION

By: 
C. Ross Bartley
Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 30th day of November, 2008, this instrument was acknowledged before me by Jeffrey S. Pearson President of RH Investments, Inc., a Texas corporation, in its capacity as general partner of RAIL CAR OPERATORS, LTD., a Texas limited partnership, on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

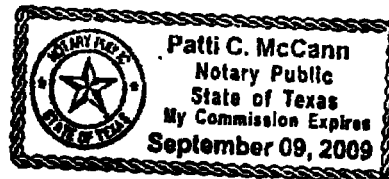
Patti C. McCann
Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 30th day of November, 2008, this instrument was acknowledged before me by Ronald P. Cuernod, Jr. President of Gemsbok, Inc., a Texas corporation, in its capacity as general partner of RAIL CAR OPERATORS, LTD., a Texas limited partnership, on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

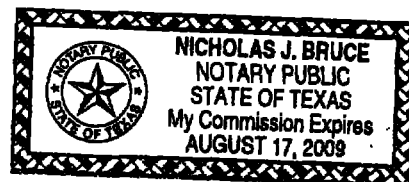
Patti C. McCann
Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

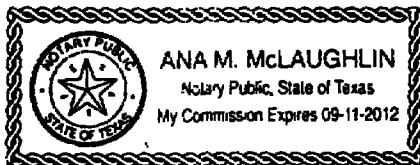
On this 30th day of November, 2008, this instrument was acknowledged before me by C. Ross Bartley as Senior Vice President of AMEGY BANK NATIONAL ASSOCIATION, a national banking association, on behalf of such association, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Nicholas J. Bruce
Notary Public, State of Texas



State of Texas §
 §
County of Harris §

On this 30th day of November, 2009, I certify that the attached document is a true, exact, complete and unaltered photocopy made by me of the First Amendment to Security Agreement.



Ana M. McLaughlin
Notary Public, State of Texas